

Barry J. Glickman, Esq.
ZEICHNER ELLMAN & KRAUSE LLP
1211 Avenue of the Americas
New York, New York 10036
(212) 223-0400

Attorneys for Defendant
Citibank, N.A.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LAW OFFICES OF OLIVER ZHOU,

Plaintiff,

- against -

CITI BANK, N.A., and
PNC BANK, N.A.

Defendants.

Case No.: 15-CV-5266 (EA)

DECLARATION OF
JOAN HASLAM

STATE OF NEW YORK,
COUNTY OF QUEENS.

JOAN HASLAM, pursuant to 28 U.S.C. § 1746, declares the following:

1. I am a vice president of defendant Citibank, N.A. I make this declaration in support of Citibank's motion to pursuant to Fed. R. Civ. P. 12(b)(6) for an order dismissing the complaint as to Citibank, N.A.

2. Unless stated otherwise, this declaration is based upon my personal knowledge and my review of the books and records of Citibank which are in my possession or subject to my control.

3. At all relevant times, Citibank maintained an Interest on Lawyer Account account number xxxx4029 in the name of Oliver G. Zhou name (the “Account”).

4. Attached as Exhibit A is a true and correct copy of a signature card as redacted dated May 2, 1996 in connection with the Account.

5. Attached as Exhibit B is a true and correct copy of a CitiBusiness Client Manual effective February 22, 2013 (the “Client Manual”) which governs the relationship between plaintiff and Citibank.

6. Attached as Exhibit C true and correct copy of a Citibank Marketplace Addendum effective March 15, 2013 (the “Marketplace Addendum”) that is a supplement to and made a part of the Client Manual.

THE GOVERNING CONTRACT PROVISIONS

7. The Client Manual states, in relevant part:

When you open an account, you agree to abide by the rules and regulations governing that account. While some of the information, rules and regulations are contained in this manual, others can be found in the account agreements and other documents we give you at the time you open particular accounts.

(See Client Manual at 5, Exhibit B.)

8. Significantly, the Client Manual states simply and without ambiguity:

Returned Checks: If you deposit a check that is returned to us unpaid, we will deduct the amount of the returned check from your account balance and return the check to you. There will also be a service charge.

(See Client Manual at 31, Exhibit B.)

9. The Client Manual further provides:

Bank's Right to Chargeback: The Bank's policy on availability of funds from checks that you deposit will not affect your obligation to repay the Bank for any check that you deposit that is not paid, nor will it affect the Bank's right to charge back your account or to obtain reimbursement for any check that is not finally paid for any reason.

(See Client Manual at 27, Exhibit B.)

10. The Client Manual also addresses a bank customer's opportunity to "cancel" a wire transfer, as plaintiff purports to have attempted. It states, without ambiguity, as follows:

Canceling or Changing a Transfer: If you decide to cancel or change your funds transfer order, you may do so only if we receive your instructions before we have sent the funds transfer In general, after we have sent your funds transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request... Citibank will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your funds transfer.

(See Client Manual at 33, Exhibit B.)

11. The Marketplace Addendum provides, in relevant part:

Check Deposits with Tellers: Our policy is to generally make funds from checks you deposit to your checking, savings, or money market account available to you immediately on the same Business Day we receive your deposit.

(See Marketplace Addendum at 34, Exhibit C.)

12. Consistent with the very same provision in the Client Manual, the Marketplace Addendum further provides:

Bank's Right to Chargeback: The Bank's policy on availability of funds from checks that you deposit will not affect your obligation to repay the Bank for any check that you deposit that is not paid, nor will it affect the Bank's right to charge back your account or to obtain reimbursement for any check that is not finally paid for any reason.

(See Marketplace Addendum at 37, Exhibit C.)

I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 17th, 2015


JOAN HASLAM